# Case 20-11199-mdc Doc 75 Filed 07/16/21 Entered 07/17/21 00:33:02 Desc Imaged Certificate of Notice Page 1 of 5

United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 20-11199-mdc

Shawn M. Dyches Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: Jul 14, 2021 Form ID: pdf900 Total Noticed: 3

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 16, 2021:

Recipi ID Recipient Name and Address

db + Shawn M. Dyches, 202 Stearly Street, Philadelphia, PA 19111-5915

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address + Email/PDF: rmscedi@recovery.com	Date/Time	Recipient Name and Address
		Jul 14 2021 23:34:06	Orion (Verizon), c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
cr	+ Email/Text: bankruptcy@gopfs.com	Jul 14 2021 23:28:00	Prestige Financial Services, PO Box 26707, Salt Lake City, UT 84126-0707

TOTAL: 2

#### BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

### NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 16, 2021 Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 14, 2021 at the address(es) listed below:

Name Email Address

DAVID M. OFFEN

on behalf of Debtor Shawn M. Dyches dmo160west@gmail.com davidoffenecf@gmail.com;offendr83598@notify.bestcase.com

REBECCA ANN SOLARZ

on behalf of Creditor MIDFIRST BANK bkgroup@kmllawgroup.com

United States Trustee

Case 20-11199-mdc Doc 75 Filed 07/16/21 Entered 07/17/21 00:33:02 Desc Imaged Certificate of Notice Page 2 of 5

District/off: 0313-2 User: admin Page 2 of 2
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USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq.

on behalf of Trustee WILLIAM C. MILLER Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

WILLIAM C. MILLER, Esq.

 $ecfemails@ph13trustee.com\ philaecf@gmail.com$ 

WILLIAM EDWARD CRAIG

on behalf of Creditor Prestige Financial Services ecfmail@mortoncraig.com mortoncraigecf@gmail.com

TOTAL: 6

Case 20-11199-mdc Doc 75 Filed 07/16/21 Entered 07/17/21 00:33:02 Desc Imaged Certificate of Notice Page 3 of 5

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Shawn M. Dyches aka Shawn Howell CHAPTER 13

<u>Debtor</u>

MIDFIRST BANK

Movant NO. 20-11199 MDC

VS.

Shawn M. Dyches aka Shawn Howell

Debtor 11 U.S.C. Section 362

William C. Miller, Esquire

**Trustee** 

### **STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$3,803.57, which breaks down as follows;

Post-Petition Payments: March 2021 to June 2021 at \$684.76/month

Late Charges: \$82.17 Suspense Balance: \$55.64 Fees & Costs Relating to Motion: \$1,038.00 **Total Post-Petition Arrears** \$3,803.57

- 2. The Debtor(s) shall cure said arrearages in the following manner;
- a). Beginning on July 1, 2021 and continuing through March 1, 2022, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$690.92 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of \$422.62 from July 2021 to February 2022 and \$422.61 for March 2022 towards the arrearages on or before the last day of each month at the address below;

MidFirst Bank 999 NorthWest Grand Boulevard Oklahoma City, OK 73118

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

Case 20-11199-mdc Doc 75 Filed 07/16/21 Entered 07/17/21 00:33:02 Desc Imaged Certificate of Notice Page 4 of 5

Certificate of Notice Page 4 of 5
3. Should debtor(s) provide sufficient proof of payments (front & back copies of

cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account

accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the

terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in

writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice.

If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a

Certification of Default with the Court and the Court shall enter an Order granting the Movant relief

from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default

with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its

right to seek reimbursement of any amounts not included in this stipulation, including fees and costs,

due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: June 29, 2021

By: /s/ Rebecca A. Solarz, Esquire

Attorney for Movant

Date: July 6, 2021

/s/ David M. Offen, Esquire

David M. Offen, Esquire Attorney for Debtor

No Objection

Date: July 9, 2021

/s/ LeeAne O. Huggins

William C. Miller, Esquire Attorney for Debtor Case 20-11199-mdc Doc 75 Filed 07/16/21 Entered 07/17/21 00:33:02 Desc Imaged Certificate of Notice Page 5 of 5

Approved by the Court this 14th day of \_\_\_\_\_\_ 2021. However, the court retains discretion regarding entry of any further order.

Magdeline D. Coleman Chief U.S. Bankruptcy Judge

Magdelin D. Colem